

Appendix A

Schedule 1 - Definitions

The definition of “Excusing Cause” in Schedule 1 (Definitions) of the Contract shall be amended to include new paragraphs (r), (s) and (t) as follows:

- “(r) any circumstance where the Service Provider or any Sub-contractor needs to procure and/or install any NSA, provided that if such NSA is critical to the safety of the Project Network or the delivery of the Services in accordance with the Contract the Service Provider or a Sub-Contractor, as applicable, shall procure and/or install a temporary replacement asset until such NSA is available and has been installed;
- (s) where the circumstances in paragraph 2.1 (*Performance Requirements*) of Part 1 (*Service Standard*) of Schedule 2 (*Output Specification*) apply; and
- (t) a yellow, amber or red weather warning (including, but not limited to, in respect of rain, snow and thunderstorms) issued by the Met Office through the National Severe Weather Warning Service in circumstances where (and to the extent that) the Service Provider has made available and implemented the flood management plan contemplated in Performance Requirement 2.62 (Drainage) of Part 2 (*Service Standard*) of Schedule 2 (*Output Specification*);”

The following definition will also be inserted into Schedule 1:

“**Non-Standard Apparatus** and “**NSA**” means any asset or Apparatus and all materials and equipment used in or relating to the operation thereof:

- (a) that requires individual or bespoke fabrication or assembly; or
- (b) that has a lead time of greater than fifty per cent. (50%) of the relevant Rectification Period (for a relevant Performance Requirement) set out in Schedule 2 (*Output Specification*); or
- (c) in respect of which there are fewer than twenty (20) such items incorporated into or used on the Project Network;

Schedule 2 – output specification

Service Standard 1

A new paragraph 2.1 will be inserted as follows;

Where, as a result of any failure of, or disruption to, the MIS, or any action being taken by the Service Provider or Sub-contractor, as applicable, to rectify and/or manage or mitigate such failure or disruption, the Service Provider or Sub-contractor, as applicable, is impeded in the provision of or is unable to or is adversely affected in its ability to perform the Services in accordance with the requirements of Performance Requirements 1.34(b), 1.34(c), 1.34(e), 1.35(a), 1.35(b), 1.41(b) and 1.44 to the Contract, then, provided that the Service Provider or Sub-contractor, as applicable, has initiated contingency plans that

enable the provision of Services in respect of any other Performance Requirements in accordance with the Contract, then the Service Provider shall be entitled to claim an Excusing Cause in accordance with Clause 48 (Excusing Causes).

Tracked changes showing proposed changes to service standard 1.

** Note – where “SP” appears in the Adjustment Type this denotes a change to the service points however this information is redacted, due to commercial sensitivity within the parameters of Environmental Information Regulations.

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Peri	Adjustment Type **	Grace Period	Monitoring Methodology
1.23	Temporary Traffic Management and Control	The Service Provider shall operate each Manual Traffic Control Measure in such a way that traffic flow is maximised having regard to the prevailing conditions on the Project Network.	<u>1 Hour</u> 5 minutes	<u>1 Hour</u> 5 minutes		N/A	Inspect
1.33	Management Information System	The Service Provider shall ensure that the Management Information System and each Sub-system is made up of applications that hold all of the information that the Service Provider requires to deliver the Services.	1 day	1 day	SP	3 Months	Inspect
1.33	Management Information System	The Service Provider shall ensure that all data generated by the Service Provider during the Term and held in the Management Information System and all Sub-systems (except in relation to the Project Network Inventory) is <u>99.995%</u> accurate measured over a Month except where such inaccuracy is due to the corruption of the data by the Authority or a Third Party in the transmission of the data.	N/A	N/A	SP	3 Months	Sample Inspect
1.33 (c)	Management Information System	The Service Provider shall ensure that all data received from Third Parties and from the Authority and to be held in the Management Information System and all Sub-systems is <u>99.995%</u> input correctly measured over a Month expect where such inaccuracy is due to the corruption of the data by the Authority or a Third Party in the transmission of data.	N/A	N/A	SP	3 Months	Sample Inspect
1.34 (b)	Management Information System	The Service Provider shall ensure that all sub-systems of the Management Information System shall be capable of exchanging information with the Authority’s Integration Hub or where agreed with the Authority by other interfacing methods.	4 hours	4 hours	SP	N/A	Inspect

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	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Peri	Adjustment Type **	Grace Period	Monitoring Methodology
1.35 (a)	Management Information System	The Service Provider shall ensure that the Management Information System is Available 99 99.5% of the time measured over a Month, with the exception of those periods where the Service Provider has obtained Authority Approval for a maintenance period.	N/A	N/A	SP	N/A	Inspect
1.39	Management Information System	The Service Provider shall ensure that the results of each Service Provider Inspection carried out in accordance with Clause 28 (Service Provider Surveys & Inspections) of this Contract, are recorded in the appropriate part(s) of the Management Information System within four (4) hours of the completion of each such Service Provider Inspection.	N/A	2 <u>2</u> Business Days 4 hours		N/A	Inspect
1.41(a)	Management Information System	The Service Provider shall ensure that all relevant information, at such level of detail as determined by the Service Provider acting reasonably, regarding the performance of the Services is recorded, within one-five <u>(45)</u> Business Days, in the appropriate part(s) of the Management Information System to enable the Authority to have visibility of the Service Provider's activities at any time.	N/A	1 Business Day		N/A	Inspect
1.42 (b)	Management Information System	The Service Provider shall ensure that the IT Service Desk is available on each Working Day for the reporting and resolution of IT Incidents, Problems and Changes whether experienced by the Authority, the Service Provider or the Authority's IT Partner.	2 hours	1 hour	SP	N/A	Inspect
1.43	Management Information System - Project Network Inventory	The Service Provider shall have in operation at all times a Project Network Inventory as part of the Management Information System.	1 <u>1</u> Business Day 1 hour	1 <u>1</u> Business Day 1 hour	SP	N/A	Inspect
1.46	Management Information System - Project Network Inventory	The Service Provider shall ensure at all times that it is possible to extract from the Project Network Inventory a Powered Apparatus Inventory which meets the requirements of Appendix A of the UK Lighting Board Well-lit Highways Code of Practice for Highway Lighting Management and includes all electrical	3 Business Days	1 Business Day	SP	N/A	Inspect

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Peri	Adjustment Type **	Grace Period	Monitoring Methodology
		load details for monthly energy returns in accordance with the Balancing and Settlement Code Procedure 520.					
1.48	Management Information System - Project Network Inventory	The Service Provider shall prepare and submit to the DNO a Monthly Energy Return which sets out all electrical load details in accordance with the Balancing and Settlement Code Procedure 520 in a format specified by the Authority by 10th of each Month in respect of the previous Month's electrical load details in each Contract Year, and shall provide a copy to the Authority at the same time.	N/A	1 Business Day	SP	N/A	Inspect
1.50	Management Information System - Project Network Inventory	Where an Accrual or De-Accrual is undertaken in accordance with this Contract, the Service Provider shall ensure that all information relating to such Accrual or De-Accrual is input into the Project Network Inventory at the time of such Accrual or De-Accrual.	3-5 Business Days	1 Business Day		N/A	Inspect
1.11	Customer Experience	The Service Provider shall provide and operate a Help Desk to support the Customer First Service and such Help Desk shall be capable of accepting all telephone calls, letters and Electronic Communications which have been transferred from the Customer First Service at all times.	N/A	1 Business Day	SP	N/A	Inspect
1.111	Communication and Consultation	The Service Provider shall ensure that each Service Contact Officer, or a suitable substitute if not available, attends when requested by the Authority, up to four (4) Community Assembly Area Meetings, within the Community Assembly Area for which the relevant Service Contact Officer is responsible, per Contract Year, with the date and venue of such meetings to be determined by the Community Assembly management team and notified to the Service Provider.	N/A	N/A	SP	N/A	Inspect
1.112	Communication and Consultation	The Service Provider shall ensure that each Service Contact Officer, or a suitable substitute if not available, attends when requested by the Authority, up to four (4) Community Assembly Partner Panel Meetings and up to four (4) Community Assembly Briefing Meetings per Contract Year with the date and venue of these meetings shall be determined by the Community	N/A	N/A	SP	N/A	Inspect

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Peri	Adjustment Type **	Grace Period	Monitoring Methodology
		Assembly management team and notified to the Service Provider.					
1.113	Communication and Consultation	The Service Provider shall provide any information as may be required either at or in advance of the meetings referred to in Performance Requirements 1.107, 1.111 and 1.112 within any necessary timescales specified as appropriate.	N/A	N/A	SP	N/A	Inspect
1.114	Communication and Consultation	The Service Provider shall ensure that each Service Contact Officer reports on the Annual Investment Programme work scheduled for that Community Assembly Area to one or more of the meetings referred to in Performance Requirements 1.111 and 1.112.	N/A	N/A	SP	N/A	Inspect
1.115	Communication and Consultation	The Service Provider shall ensure that each Service Contact Officer reports on the Services performed during the preceding Contract Year in that Community Assembly Area to one or more of the meetings referred to in Performance Requirements 1.111 and 1.112.	N/A	N/A	SP	N/A	Inspect

Service Standard 2

Tracked changes showing proposed changes to service standard 2.

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
2.62	Drainage	The Service Provider shall ensure that each Road Section Length and Footway Section Length on the Project Network is Free From Standing Water and Free From Flowing Water at all times (excluding those times where the Road Section Length or Footway Section Length is not Free From Standing Water or not Free From Flowing Water as a result of an Event Storm) within	2 hours	2 hours		5 Milest one Years	Inspect

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
		<p><u>rectification timescale unless Authority Approval to an alternative timescale has been obtained.</u></p> <p><u>In connection with Performance Requirement 2.62 (Drainage) (as described above), the Service Provider shall prepare and maintain a flood management plan which contains the following:</u></p> <p><u>(a) a revised schedule of flood sites (which is to be updated (as required) on an annual basis), which will specify the monitoring and services that will be required following a relevant yellow warning notice for rain issued by the Met Office through the National Severe Weather Warning Service; and</u></p> <p><u>(b) a schedule of plant, equipment, materials and resources for deployment on flood management during the rain event associated with a yellow, amber or red warning notice for rain issued by the Met Office through the National Severe Weather Warning Service.</u></p> <p><u>If the Service Provider fails to prepare, maintain or implement the flood management plan, this will not constitute a Performance Failure of Performance Requirement 2.62 (Drainage), but the Services Provider shall not be entitled to apply for relief pursuant to a limb (t) Excusing Cause to the extent caused by such failure to implement the flood management plan.</u></p>					

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
2.63	Drainage	The Service Provider shall ensure that each Road Section Length and Footway Section Length on the Project Network, in case of an Event Storm, is Free From Standing Water and Free From Flowing Water within two (2) hours of the cessation of such Event Storm.	N/A	3 hours		5 Milest one Years	Inspect
2.68	Drainage	The Service Provider shall ensure that each item of the Drainage System is free from Debris and is free flowing and in the case of each Highway Culvert (excluding Culverts) ensure that the related water course to a point 10m upstream of the Highway Culvert (excluding Culverts) , is also kept clear of Debris and is free flowing.	1 month	5 Busines s Days		N/A	Service Inspect
2.71	Drainage	The Service Provider shall ensure that no water runs off the Highway onto other land or property which would cause nuisance, obstruction, flooding or damage to the other land or property <u>within rectification timescale unless Authority Approval to an alternative timescale has been obtained.</u> <u>During "Out of Hours" requests for Authority Approval to an alternative timescale may be submitted by E-mail.</u>	2 hours	3 hours		3 years	Inspect

Service Standard 3

Tracked changes showing proposed changes to service standard 3

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
3.24 (Not used)	Bridges, Retaining Walls and other Structures	The Service Provider shall ensure that each Drainage Structure, Culvert (Type 2), Retaining Wall (Type 2) and Culvert (Type 3) is Free From Defects.	6 months	3 months		1 year	Structure Inspections

Service Standard 6

Tracked changes showing proposed changes to service standard 6

Note – where “SP” appears in the Adjustment Type this denotes a change to the service points however this information is redacted.

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	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
6.2	Grounds Maintenance Management Strategy	The Service Provider shall prepare the Annual Grounds Maintenance Action Plan, in accordance with Annexure 1 to this Service Standard 6, and submit to the Authority by 1 st December in each Contract Year pursuant to the Review Procedure.	N/A	5 Business Days	SP	N/A	Inspect
6.2	Grounds Maintenance Management Strategy	The Service Provider shall prepare and, following the first Contract Year, update the Five Year Grounds Maintenance Strategy, in accordance with Annexure 2 to this Service Standard 6, and submit the same to the Authority by 1 st December in each Contract Year pursuant to the Review Procedure.	N/A	5 Business Days	SP	N/A	Inspect
6.20	Hedges	The Service Provider shall ensure that each Highway Hedge is Free From Litter And Debris <u>(see Schedule 1)</u> .	28	5 Business Days		3 Months	Service Inspect

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
			Business Days				
6.34	Grounds Maintenance Management Strategy	The Service Provider shall prepare and, following the first Contract Year, update the Five Year Tree Management Strategy, in accordance with Annexure 3 to this Service Standard 6, and submit the same to the Authority by 1 st December in each Contract Year pursuant to the Review Procedure.	N/A	5 Business Days	SP	N/A	Inspect
6.35	Grounds Maintenance Management Strategy	The Service Provider shall prepare the Annual Tree Management Programme and submit the same to the Authority by 1 st December in each Contract Year pursuant to the Review Procedure.	N/A	5 Business Days	SP	N/A	Inspect
6.37	Weed Killing	The Service Provider shall ensure that each paved surface of each Road Section Length, each Footway Section Length and each Hardened Verge is Free From Vegetation. For the purposes of this Performance Requirement 6.57 (only): (i) "Free from Vegetation" means that there is no plant life present (except that which is there by design) which is Detrimental to the structural integrity of the Project Network Part and/or which Detract From the Visual Appearance; and (ii) "Detract From the Visual Appearance" means that: (a) the visual appearance of the Road Section Length, Footway Section Length or Hardened Verge is (on the balance of probabilities) affected by weeds that cover an area of more than 20%; and (b) in the case of a Footway Section Length, weeds reduce the clear	1 Month	5 Business Days		3 months	Service Inspect

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
		width of footway by more than 20%; and in the case of a Footway Section Length with a width of 1.5 meters or more, weeds reduce the clear width of the footway to less than 1.2 meters; and (d) the weeds contemplated in paragraphs (a), (b) and (c) above are in excess of 200mm in height.					

Service Standard 7

Tracked changes showing proposed changes to service standard 7.

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
Page 408	Grit Bins	<p>The Service Provider shall ensure that each Grit Bin is serviceable and filled to capacity 1st October in any year of the Term. by 23:59 hours on the 30th September in any year of the Term.</p> <p>Filled to capacity means Grit Bin is filled to within 100 mm of the front edge and level to the perimeter.</p> <p>Serviceable means the contents are protected from the weather by means of a lid and body that is watertight and safe to highway users.</p>	N/A	1 Business Day		N/A	Inspect

Service Standard 10

Tracked changes showing proposed changes to service standard 10.

	Service Delivery Output Element	Performance Requirement	Rectification Period	Repeat Period	Adjustment Type**	Grace Period	Monitoring Methodology
10.17 (b)	Deposits on the Highway	Where the item and/or spillage does not require specialist treatment and/or specialist removal, and is not causing an obstruction to the Carriageway , the Service Provider shall remove each item and/or spillage (not constituting a Highway Emergency) from any affected area of the Project Network within twenty four e (24) hours of such time that the Service Provider becomes aware or should have become aware was notified via the MIS of the presence of the item and/or spillage.	N/A	1 hour		N/A	Inspect

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